



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J - FFP		PAGE OF PAGES 1 of 2									
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)									
6. ISSUED BY AFLCMC/HICK DEPARTMENT OF THE AIR FORCE (AFMC) AFLCMC/HIK 490 E. MOORE DR, BLDG 892 STE 270 MAFB - GUNTER ANNEX AL 36114-3000 ADAM T. GOLDEN 334 416-4506 adam.golden.1@us.af.mil		CODE FA8771		7. ADMINISTERED BY (If other than Item 6) DEPARTMENT OF THE AIR FORCE (AFMC) AFLCMC/HIK 490 EAST MOORE DRIVE SUITE 270 MAFB-GUNTER ANNEX AL 36114-3000		CODE FA8771									
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) TELOS CORPORATION 19886 ASHBURN RD ASHBURN VA 20147-2358 (703) 724-3800				(X)		9A. AMENDMENT OF SOLICITATION NO.									
				X		9B. DATED (SEE ITEM 11)									
						10A. MODIFICATION OF CONTRACT/ORDER NO. FA8771-16-A-0001									
						10B. DATED (SEE ITEM 13) 06 MAY 2016									
CODE 0ZPY5		FACILITY CODE													
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS															
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.															
12. ACCOUNTING AND APPROPRIATION DATA (If required)															
13. THIS ITEM APPLIES ONLY TO MODIFICATION OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.															
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:5%; text-align: center;">(X)</td> <td>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: () THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. ITEM 10A.</td> </tr> <tr> <td></td> <td>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</td> </tr> <tr> <td style="text-align: center;">X</td> <td>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a) Mutual Agreement Between Both Parties.</td> </tr> <tr> <td></td> <td>D. OTHER (Specify type of modification and authority)</td> </tr> </table>								(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: () THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. ITEM 10A.		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).	X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a) Mutual Agreement Between Both Parties.		D. OTHER (Specify type of modification and authority)
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	D. OTHER (Specify type of modification and authority)														
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.															
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SCHEDULE															
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.															
15A. NAME AND TITLE OF SIGNER (Type or print) Polly M. Downey Vice President of Contracts				16A. NAME AND TITLE OF SIGNER (Type or print) LASHUNYA E. JOHNSON-VINSON Contracting Officer											
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED 2/28/17 		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED									

A. The purpose of this modification is to discontinue collection of the Acquisition, Contracting, and Technical (ACT) Fees for Software Maintenance Renewals under the Telos Blanket Purchase Agreement FA8771-16-A-0001 and to update Exhibit A, Attachment 2 (Report of Sales Format), Attachment 3 (Fees & Payments), and Attachment 4 (Fee Transmittal Letters).

B. Exhibit A is updated to reflect the discontinuation, as well as correct attachment references and other administrative matters.

C. Attachment 2 is replaced with the current DoD ESI Report of Sales template.

D. Attachment 3 is updated to reflect the discontinuation, as well as update BPA numbers and points of contact.

E. Attachment 4 is changed to update referenced BPA numbers.

F. All other terms and conditions remain unchanged.

Blanket Purchase Agreement DoD Enterprise Software Agreement (ESA)

In the spirit of the Federal Acquisition Streamlining Act, the Department of Defense (DoD) and Telos Corporation enter into an agreement to further reduce the administrative costs of acquiring commercial items from the General Service Administration (GSA) Federal Supply Schedule (FSS) Contract GS-35F-162DA (<http://gsa.telos.com>).

FSS Contract Blanket Purchase Agreements (BPAs) reduce contracting and open market costs such as: search for sources, the development of technical documents, solicitations, and the evaluation of bids and offers.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

The Enterprise Software Initiative (ESI) is a joint DoD project to develop and implement a DoD enterprise process. This BPA is issued in the spirit of the policy and guidelines provided in the Defense Federal Acquisition Regulation Supplement (DFARS) Section 208.74.

Software is licensed in accordance with the Software License Agreements incorporated into the Telos GSA Schedule Contract No. GS-35F-162DA. These licenses are identified as:

License Agreements

- 1) Software License Agreement for Automated Message Handling System
- 2) Automated Message Handling System Software License Agreement for Regional Nodes
- 3) Telos AMHS Lab License – Terms of License
- 4) Perpetual Software License Agreement for Xacta IA Manager (includes Assessment Engine, Continuum, and Process Enforcer)

Attachments to this Agreement are:

- Attachment 1 – Product and Price List
- Attachment 2 – Report of Sales Format
- Attachment 3 – Fees and Payments
- Attachment 4 – FY16 Fee Transmittal Letters
- Attachment 5 – AMHS Regional Node Software License Agreement
- Attachment 6 – AMHS Software License Agreement
- Attachment 7 – Xacta IA Manager Perpetual Software License Agreement

A. TERMS AND CONDITIONS

1. Pursuant to GSA FSS Contract Number GS-35F-162DA, Telos Corporation agrees to the following terms of a BPA with the United States Air Force's Business and Enterprise Systems (BES) Air Force Life Cycle Management Center (AFLCMC). All orders placed against this BPA are subject to the terms and conditions of the FSS Contract. The items on this BPA are set forth in Attachment 1. License terms and conditions applicable to products acquired under this BPA are defined in the Telos Corporation License Agreements included as Attachments 5-7. The Order of Precedence for resolving any inconsistency between the Commercial License and the GSA contract terms shall be as specified in the GSA contract's Commercial Item clause, FAR 52.212-4, and the provisions of FAR 52.212-4 specified in FAR 12.302, as required by Federal law, shall prevail over any terms of the commercial license.

2. **Extent of Obligation.** The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be \$27,600,000.00. The Government is obligated only to the extent of authorized purchases actually made under this BPA.

3. **Funds Obligation.** The BPA does not obligate any funds. Funds will be obligated on each delivery order.

4. **BPA Term.** The BPA expires five (5) years after award. This expiration is contingent upon the Contractor maintaining or renewing a GSA FSS Schedule. The BPA will be reviewed annually to ensure that it still represents a "best value".

5. **Pricing Terms.** Attachment 1 provides unit prices as explained below. Product prices shall not escalate. Professional services are subject to a yearly economic price adjustment. Spot discounting is encouraged. The prices will be reviewed annually, or as required to determine whether a reduction is appropriate in accordance with the price reduction provisions of the agreement. A 2.0% Acquisition, Contracting, and Technical (ACT) Fee shall be included in the prices excluding software maintenance renewals. **No ACT fee shall be collected for software maintenance renewals.** The contractor shall be responsible for the payment of all fees that are included in the product pricing (i.e. GSA, ACT), as calculated on the customer orders, in accordance with Attachment 3.

6. **Discount Terms and Conditions.**

Attachment 1 presents Telos' discounts for product and services.

- a. For Xacta IA Manager, licenses may be purchased as required.
- b. For Xacta AMHS, licenses may be purchased as required. Telos is offering a tiered discount based on the quantity of licenses purchased at a given time.
- c. Professional Services, Training and Xacta Quick Start: A discount off the standard GSA price is offered for professional services and training. This discount applies to the purchase of professional services and training credits.

7. **Out-Year Prices.**

The unit price for the discount level on Attachment 1 is not subject to upward adjustment during the term of the BPA.

8. **Price Reduction.**

8.1 **Most Favored Customer Prices.** The prices for product and maintenance under this BPA shall be measurably lower than the prices under GSA Schedule GS-35F-162DA. If at any time the prices under any other contract instrument become lower than the prices in this BPA, this BPA will be modified to include the lower prices.

8.2 **SmartBUY Transition.** OMB has announced the SmartBUY initiative to maximize cost savings and achieve best quality when acquiring software. The GSA is the designated Executive Agent for SmartBUY.

The initiative will establish software enterprise licensing on a government-wide basis. If during the term of this ESA, Telos Corporation enters into a government-wide agreement with the GSA under the SmartBUY Initiative, which includes pricing for the specific products or services under similar terms and conditions as those licensed by the DoD, Telos Corporation will not preclude the DoD from licensing products or purchasing services under a SmartBUY agreement.

9. License Agreement. Software licenses purchased under this BPA are perpetual licenses subject to the licensing provisions and the terms of the GSA Contract. The license agreement(s) are provided electronically with the software. A program (license) may be transferred to another site only with the prior written consent of Telos. A program may be transferred without cost or prior consent from one designated computer system to another at the same site. The rights granted herein are restricted for use solely by Licensee and may not be assigned or transferred to a third party without the prior written permission of Telos. Any delivery order issued hereunder will serve as proof of purchase. Upon validation and receipt of software, customers will be provided an electronic version of the license agreement. The Order of Precedence for resolving any inconsistency between the Commercial Licenses and the GSA contract terms shall be as specified in the GSA contract's Commercial Item clause, FAR 52.212-4, and the provisions of FAR 52.212-4 specified in FAR 12.302, as required by Federal law, shall prevail over any terms of the commercial license.

9.1 Functionality Replacement and Extended Support. If the form, fit, or functionality contained in any licensed products acquired hereunder is substantially reduced or if the product is replaced, and/or (the contractor), provides this same or substantially similar functionality as a separate or renamed product, then the DoD is entitled to license such software at no additional licenses or maintenance fees as long as the software is under a Maintenance/Support Agreement. However, throughout the term of this agreement, the contractor will provide support services for a period of one year.

9.2 Rights of Survivorship of the Agreement. This Agreement shall survive unto Telos Corporation, its Successor, rights and assigns. The software and agreement terms and conditions as covered under this agreement shall survive this agreement notwithstanding the acquisition or merger of Telos Corporation by or with another entity. Any software name changes, re-packing or merger of similar products that carry forward the same or similar function of the software shall be supported with updates, upgrades and new releases under this agreement at no additional cost as long as the software is under a Maintenance Support Agreement.

9.3 Audits. In lieu of any audit provisions in the license agreement, Licensee may perform an internal audit and will use its best efforts to keep full and accurate accounts that may be used to properly ascertain and verify numbers of licenses in use. Licensee may permit Telos Corporation to have access to Licensee records and computer systems and the right to audit such systems to insure software use is in accordance with its license terms. All vendor personnel must have appropriate security clearances to gain access to Licensee site or data. In paragraph 2.09 of the XActa IA Manager Perpetual Software License Agreement, the audit identified shall be performed by Telos and the Government. The results of the audit shall be released to Telos and the Government. Any unlicensed use shall be resolved through Government reduction of all or a portion of the unlicensed software that is continuing in use by the Government and priced at the same discount rate or better than was provided in the order for the software or the award of the BPA, whichever represents a higher discount.

10. Media. The Xacta IA Manager software is available via CD or download from the Xacta web site (<https://customers.xacta.com>). The Users' Ordering Guide, to be prepared in accordance with Paragraph C.3 of this BPA, will provide specific instructions for downloading the software and obtaining any necessary licensing keys.

11. Support and Maintenance.

11.1. Support. Xacta IA Manager Support. Licenses purchased under this BPA are Perpetual therefore software maintenance and support must be purchased separately on an annual basis. The software product under this BPA includes standard installation support for the first 365 days after product delivery.

11.2. Maintenance.

11.2.a Xacta IA Manager Maintenance. All maintenance is provided in 1 (one) year increments. Xacta IA Manager maintenance and support policies and procedures are documented on our public website (<https://www.telos.com>).

11.2.b. AMHS Standard Maintenance Policy - Scope of Work

Under the Standard Maintenance Policy, Telos will, for the Licensee, support the Automated Message Handling System (AMHS) at the customer facility as originally installed. The support includes all AMHS software updates and all third party component product upgrades as noted in the paragraph below. This support includes 24/7 telephone help desk service. Other support services, site visits, and engineering support, are available outside the scope of this Policy.

Note: Third party software refers to the Verity K2 software embedded in the AMHS and support to other embedded software products used in the Telos AMHS. These product upgrades are included as a part of the Standard Telos Maintenance Policy. Should the newer versions of AMHS require updated Windows operating systems or database applications (SQL Server), Telos reserves the right to recover the costs of these components or they may be furnished by the customer.

11.2.c. AMHS System – Assumptions:

Telos furnished maintenance and support for the AMHS system will be provided at the customer facility. The AMHS installation defined number of licensed users shall be used as the basis for the Telos cost proposal to provide software and maintenance support beyond the initial year following installation. The first year support includes all Telos maintenance activities with the exception of site visits.

11.2.d. AMHS System - Requirements

11.2.d.1. Telos shall provide AMHS released software product updates when they become available and ready for testing through the formal DMS Functionality, Interoperability, Security, and Performance (FISP) process. Such updates are normally provided at no cost to the user as a part of the annual maintenance agreement.

11.2.d.2. Telos shall provide AMHS telephone help desk support which is staffed during normal business hours, 8 AM -6 PM, Pacific Time Zone, Monday-Friday. After hours support is provided through a paging system to provide the full 24/7 coverage.

11.2.d.3. If desired by the Licensee, Telos shall schedule a visit to the customer site one time during the first twelve- month period following installation. This trip is optional and will require additional funding. Should additional visits be required to resolve problems or install new software, those visits will be scheduled and contracted on as as-needed basis.

11.2.d.4. AMHS Maintenance Support will be for the period of 52 consecutive weeks following the system achieving operational status.

11.2.e Implementation Approach

In performance of the follow-on Telos maintenance and support contract or first year following installation, Telos will:

11.2.e.1 Provide Telephone Support. TELOS shall establish and maintain a Telephone Help Desk to be staffed during normal business hours (8AM - 6 PM, Pacific Time Zone, Monday-Friday). The Help Desk shall respond to queries, issues, and concerns of customer personnel. After hours support is provided through a paging system. The answering service shall forward urgent messages to on-call personnel during non-duty hours. The Help Desk shall be staffed with skilled trainers and technical consultants. The general operating procedures for the Help Desk shall be:

- a. All calls shall be logged and assigned a Help Response Ticket (HRT) Number.
- b. All calls shall have a response within two (2) hours of receipt by TELOS.
- c. All callers shall receive the assigned HRT number when response is provided.
- d. If Help Desk personnel are unable to resolve problems / issues immediately, the HRT shall be routed to the most appropriate expert in that area.
- e. The HRT shall be audited daily for progress and the caller can receive updated information at any time by calling the Help Desk phone number and referencing the HRT. The goal is to resolve these issues within one week.
- f. HRT actions that cause the AMHS system to be in an inoperable status for 48 consecutive hours shall cause TELOS to dispatch technical personnel to the site in order to return the site to an operational status.

11.2.e.2 Provide AMHS Product Life Cycle Support. This product support subscription includes the Telos AMHS software upgrades that will be released to test activities as a part of ongoing product improvements. Product support also includes configuration management support of the Telos AMHS Baseline as well as engineering costs incurred in the anomaly resolution process. Telos will continue to improve the AMHS product as well as resolve anomalies identified via the problem reporting process. Telos will provide appropriate AMHS product updates and corrective action either by telephone to the user, via mail/shipping, via the Internet or during the scheduled on-site visit.

11.2.e.3 Provide AMHS Site Visits. If the customer elects this option as described elsewhere in this document, TELOS shall visit the customer site one time during the first twelve months following installation. This visit will be coordinated in advance with the responsible system manager.

12. Professional Services. Telos is offering a discount for professional services purchased off this BPA. For Xacta IA Manager, Attachment 1 presents the discount schedule for services. Services are described in Telos' GSA Schedule, a copy of which is available electronically by visiting <https://www.telos.com/contracts/gsa-schedule>. Orders for services may be Time and Material (T&M) or Firm-Fixed Price (FFP). Instructions for ordering services will be included in the Users' Ordering Procedures (reference Paragraph C.3).

13. On-Site Training. Each training credit can be redeemed for one day of training for one person at a scheduled Xacta class. Training is conducted at the Telos/Xacta facility located in Ashburn, VA. Due to class size limits, training must be scheduled in advance. On-site training or custom courses will be provided on a case-by-case basis. The price for on-site training or custom courses will be provided at the time of request and will be based on the service categories described in Paragraph 12 above.

14. Technology Improvement. The Government may solicit and the BPA holder is encouraged to propose independently, technology improvements to the BPA. Proposals shall be submitted by the BPA holder and include a description of the products and/or services, an electronic copy of the pricing tables, technical literature that describes the products and/or services, and evidence of inclusion on GSA schedule. Discounts shall be at the same or greater discount level as the original BPA product prices.

15. Substitution and Technology Refreshment. If at any time during the life of this BPA, the original manufacturer of the equipment (includes software, hardware and firmware) schedules the products for discontinuation, improvement and/or replacement, the BPA holder shall provide a proposal to include the new or revised products on the BPA under the appropriate line items. Proposed prices for new or revised products shall be constructed in accordance with paragraph 8 of this BPA for most favored prices. Discounts shall be at the same or greater discount level as the original BPA product prices. Proposals shall be submitted to the Contracting Officer within seven (7) days of the BPA holder's awareness of the OEM's intent. Improvement of product includes new releases, updates, upgrades including additional features and functionality, and successor or upgrade products.

B. AUTHORIZED USERS AND POINTS OF CONTACT

1. Authorized Users:

a. The BPA is open for ordering by all Department of Defense (DoD) Components. For the purposes of this agreement, a DoD component is defined as: the Office of the Secretary of Defense (OSD), the Military Departments, the Chairman of the Joint Chiefs of Staff, the Unified Combatant Commands, the Inspector General of the Department of Defense (DoD IG), the Defense Agencies, the DoD Field Activities, the U. S. Coast Guard, NATO, the Intelligence Community and FMS with a Letter of Authorization.

b. GSA or other applicable ordering organizations/agencies are authorized to place orders under this BPA on behalf of DoD end users and must comply with DFARS 208.7400.

c. Government contractors performing work for a DoD end user (as defined above) may place Delivery Orders under this BPA on behalf of and for the benefit of the DoD entity if authorized by their cognizant Contracting Officer in accordance with the requirements of FAR 51 and/or DFARS 251 as appropriate.

d. This has been designated as a DoD ESI and GSA SmartBUY Contract and is open for ordering by all United States Federal Agencies, Department of Defense (DoD) Components, Tribal Government Organizations, and authorized contractors.)

2. BPA Points of Contact:

a. Contracting Office:

Contract Specialist:
AFLCMC/HICK
501 East Moore Dr Bldg 884 Ste 1400
MAFB-Gunter Annex AL 36114

POC: Adam Golden
Phone: 334-416-4506
Email: Adam.Golden.1@US.AF.MIL

Procuring Contracting Officer (PCO):
AFLCMC/HICK
501 East Moore Drive Dr Bldg 884 Ste 1400
MAFB-Gunter Annex AL 36114

PCO: LaShunya Johnson-Vinson
Phone: 334-416-5234
Email: Lashunya.Johnson-Vinson@US.AF.MIL

b. Software Product Manager (SPM):

Software Product Manager (SPM):

or Alternate Point of Contact:

AFLCMC/HICA-SEAMLS
SEAMLS Program Office
501 E Moore Dr Bldg 884 Ste 1300
MAFB-Gunter Annex AL 36114

AFLCMC/HICA-SEAMLS
SEAMLS Program Office
501 E Moore Dr Bldg 884 Ste 1300
MAFB-Gunter Annex AL 36114

IA SPM: Rosa Harris
Phone: 334-416-5082
Email: Rosa.Harris@US.AF.MIL

AF SPM: Ben Burns
Phone: 334-416-5211
Email: Ben.Burns@US.AF.MIL

c. **Customer Point of Contact:** (To be specified on each order.)

C. ORDERING

1. DFARS Section 208.74 directs DoD software buyers and requiring officials to check the DoD ESI website for DoD inventory or an ESA before using another method of acquisition. These steps for the buyer are summarized from the DFARS:

- a. Check the Enterprise Agreement Summary Table to determine if software rights or maintenance have already been purchased and are available from DoD inventory. If they are available, purchase the designated software from DoD inventory and reimburse the SPM.
- b. If the required software rights or maintenance are not available from inventory or from an ESA, you may use an alternate method of acquisition, subject to applicable laws and policy.
- c. If the required software rights or maintenance are not available from inventory but are available from an ESA, you must follow the procedure in the DFARS Section 208.74.
- d. If you must obtain the software or software maintenance outside the DoD ESA, you may seek a waiver from a management official designated by your DoD Component.
- e. All related services and supply orders must be completed and delivered within 12 months after the expiration of this BPA.

This BPA will be posted to the DoD ESI website as part of the ESI program. The web site can be viewed at <http://www.esi.mil> and is publicly accessible. The Government may also make this contract or available for posting or access it by web link through other DoD and Federal websites such as Department of Navy Information Technology Umbrella Program <http://www.public.navy.mil/spawar/Atlantic/IT-Umbrella/Pages/default.aspx>, the Army Computer Hardware, Enterprise Software and Solutions it e-mart <https://chess.army.mil>, GSA SmartBUY <http://www.gsa.gov/portal/content/105119>, and AFWay <https://afway.af.mil>).

2. **Delivery Orders.** The scope of this effort is worldwide. Delivery requirements and administration will be stipulated on Delivery Orders.

Ordering via this BPA is decentralized. Orders are prepared by an authorized Government Ordering Officer, in accordance with the terms and conditions of this BPA and the GSA Schedule, or prime contractor authorized by a Government Contracting Officer in accordance with FAR Part 51. Orders may be placed by EDI, credit card, facsimile, on an authorized form such as a Standard Form (SF) 1449 or Department of Defense (DD) Form 1155.

Notice to Ordering Offices: This is a single award BPA established non-competitively against GSA Schedule. It is the responsibility of the Ordering Officer to --

- a. Comply with the ordering procedures of FAR 8.4 and DFARS 208.4
- b. Obtain competition and/or execute brand name or limited source justifications as applicable;
- c. Ensure compliance with all fiscal laws prior to issuing an order under this BPA;
- d. Incorporate into the order any regulatory and statutory requirements that are applicable to the agency for which the order is placed, if pertinent requirements are not already included in this BPA; and,
- e. Ensure the vendor selected for the order represents the best value and the lowest overall cost alternative.

3. Users' Ordering Guide. The Contractor shall develop a Users' Ordering Guide in coordination with the Government that will be posted to the Contractor web site and various Government sites. The Ordering Guide shall be submitted to the SPM and PCO within thirty (30) days of BPA issuance and made available on the Contractor's home page upon written approval. This guide shall be continuously updated as required. The guide shall contain all information necessary for geographically dispersed activities to place orders, including, as a minimum:

- a. URL where a complete list of products available, with appropriate contract line item numbers (CLINs) and associated prices can be found
- b. Government and Contractor Points of Contact
- c. Description of the ordering process
- d. Program Terms and Conditions
- e. License Terms and Conditions
- f. Information such as CAGE, DUNS, TIN, Business Size, etc. necessary to complete a Contract Action Report (CAR) in the FPDS-NG system
- g. Range of discounts
- h. Links to DoD ESI and the Government web sites

4. E-Commerce Site. It is the intention of the Government to use existing and future capability of the DoD Standard Procurement System, Electronic Data Interchange (EDI) capability, Government procurement card, and vendor electronic ordering capability to create a paper-less ordering, invoicing and payment process. During the term of the BPA, the Contractor shall participate to achieve this objective.

This BPA may also be loaded into publicly accessible electronic catalog systems of other DoD agencies.

5. Delivery Schedule. The Contractor shall ship the software on CD or make the software available for electronic download within two (2) business days from acceptance of an order, as defined in the GSA Schedule.

6. Delivery Notice. Unless otherwise agreed to, all deliveries ordered under this BPA must be accompanied by a delivery notice, ticket or sales slips that must contain at a minimum the following information:

- a. Name of Contractor
- b. GSA Contract Number
- c. BPA Number
- d. Product Description/Model numbers
- e. Delivery order number
- f. Date of purchase
- g. Quantity, unit price and extension of each item (unit prices need not be shown when incompatible with the use of automated systems; provided that the invoice is itemized to show the information)
- h. Date of shipment

7. **Suspension.** There may be occasions where the Government may suspend ordering (by CLIN up to and including the entire BPA.) If a suspension is announced, the Contractor shall adhere to this suspension by not accepting/processing delivery orders for the suspended item(s).

D. INVOICING AND PAYMENT

1. **Invoicing.** The requirements of a proper invoice are as specified below as required by FAR 52.212-4 in the Federal Supply Schedule contract. Full text of this clause can be found on the web at URL: <http://farsite.hill.af.mil/>. The contractor shall submit an original invoice and three copies (or electronic invoice, if authorized), to the address specified on the delivery orders issued against the BPA. An invoice must include --

- a. Name and address of the Contractor;
- b. Invoice date and number;
- c. Contract number, contract line item number and, if applicable, the order number;
- d. Description, quantity, unit of measure, unit price and extended price of the items delivered;
- e. Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- f. Terms of any prompt payment discount offered;
- g. Name and address of official to whom payment is to be sent;
- h. Name, title, and phone number of the person to be notified in event of defective invoice;
- i. Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract; and
- j. Electronic funds transfer (EFT) banking information.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125. Prompt Payment Contractors are encouraged to assign an identification number to each invoice.

2. **Fast Payment Procedure.** The provisions of FAR 52.213-1 FAST PAYMENT PROCEDURE (MAY 2006) are incorporated in this BPA by reference and pertain to Credit Card purchases or other applicable order deliveries. Fast Payment procedures may be used when the conditions of FAR 13.402 are met and the delivery order authorizes Fast Payment. Full text of this clause can be found on the web at URL: <http://farsite.hill.af.mil/>.

3. **Precedence.** The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of the BPA and the Contractor's invoice, the provisions of the BPA will take precedence.

E. BPA MANAGEMENT AND OVERSIGHT

1. The Contractor must provide centralized administration, in the form of a Program Manager, in support of all work performed under this BPA. The Program Manager, at a minimum, is required to participate in periodic program management reviews (which may require travel to a Government named site). Additional functions would include customer service, educating the sales force and submission of monthly/quarterly reports and approved fee payments.

2. **Report of Sales.** A Report of Sales as described herein shall accompany the remittance of the ACT Fees to enable verification of the fee amounts rendered. Submission of the Report of Sales shall be submitted to the SPM and the PCO in electronic format within fifteen (15) days following the completion of the monthly reporting period, or as otherwise requested by the SPM. The report shall be submitted in the standard format shown in Attachment 2. Negative reports are required. The SPM or PCO shall provide written approval of each report. At the end of each calendar quarter, the written approval provided to the contractor will be accompanied by a request to remit ACT fees. The SPM or PCO will provide copies of the Report of Sales on a quarterly basis to the DoD Components participating in fee sharing.

3. **United Nations Standard Products and Services Code.** The United Nations Standard Products and Services Code (UNSPSC) is a required field of the Report of Sales found in Attachment C. The UNSPSC code permits software asset management through a standard coding structure. The UNSPSC is a coding system used to classify both products and services for use throughout the global marketplace. The management and development of the UNSPSC Code is coordinated by GS1 US. The current version is available free as a download at <http://www.unspsc.org>.

4. **Records.** The Contractor shall maintain archival copies of all orders for the life of the BPA. Copies shall be made available to the Government upon request.

5. **Program Management Reviews (PMR).** The Contractor shall participate in annual reviews of the progress of the BPA. Reviews shall be held yearly as scheduled by the Software Product Manager. During these reviews the Contractor shall report on among other things, status of BPA sales, sales leakage, marketing and any outstanding issues concerning the BPA. PMR agenda and presentation format shall be provided prior to each PMR. Travel expenses are the responsibility of the contractor.

6. **Sales Leakage.** The goals of the ESI Program can only be realized through cooperation between the Government and the Contractor to direct appropriate sales through the ESI vehicles. The Contractor shall ensure that all sales personnel are aware of the ESI Program and enforce the policy that this BPA is the preferred procurement vehicle for the products within. The Contractor shall also establish a process to regularly audit sales to Government buyers, determine where sales outside the ESI vehicle are occurring, and take appropriate action to direct further sales through the ESI vehicle. Results of these audits shall be provided to the SPM and PCO quarterly within fifteen (15) days following the completion of the quarter and be presented as an agenda item during PMR. The sale leakage data shall include: the Telos product, maintenance, services, and/or training, quarterly and to date BPA sales leakage, ESI Agency, ordering individual, ordering organization, phone number, end user name, end user organization, and contact information (DNS, commercial phone, and e-mail address).

7. **Marketing.** The Contractor shall dedicate reasonable resources to this effort and work to market and advertise this agreement. Desired actions include: advertising resultant vehicles on the contractor's

Internet site and advertising the agreement at relevant trade shows, participation in DoD Component sponsored events and news media geared to Government/DoD IT people.

8. Enterprise Integration Toolkit. The Enterprise Integration Toolkit is a program developed by the Assistant Deputy Under Secretary of Defense (L&MR) Logistics Systems Management (LSM) to assist DoD Program Managers, Contracting Officers and members of the Integrated Project Team (IPT) in the acquisition and implementation of Commercial Off The Shelf (COTS) Business Systems software.

The Toolkit provides guidance, processes and tools to define program needs and determine how to best meet these needs through an external acquisition via a three-tiered Roadmap to guide the entire life-cycle from problem definition to solution roll-out. It provides a collection of best practice tools adopted from the commercial industry, and includes more than 100 best practice templates, guides, checklists, and samples.

Because the Toolkit is not vendor specific and may be applied across a variety of COTS software package implementations, including this BPA, the Contractor, shall be familiar with the Toolkit and include as part of the Marketing effort required above, a description of the Toolkit for their customers, and a link to the Enterprise Toolkit web site at: <http://acqnotes.com/acqnote/careerfields/enterprise-integration-toolkit>.

F. Standards.

1. YEAR 2000 Compliance. All products provided under this BPA shall be Y2K compliant as defined in FAR 39.002.

2. DISR Compliance. All products offered shall comply with appropriate standards enumerated in the DoD IT Standards Repository (DISR). The DISR is maintained by the DoD Executive Agent for IT Standards. The DoD IT standards management tool, DISRonline is available for use by CAC- equipped authorized parties and can be accessed for account requests at <https://gtg.csd.disa.mil>.

3. Common Security Configurations. The provider of information technology shall certify applications are fully functional and operate correctly as intended on systems using the Federal Desktop Core Configuration (FDCC) or subsequent equivalents such as the Secure Host Baseline (SHB) framework. The standard installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the approved FDCC or SHB framework configuration. The information technology should also use an installer service for installation to the default "program files" directory and should be able to silently install and uninstall. Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.

Publisher shall also certify that any subsequent product/module for the life of the agreement is/are fully functional and operate correctly as intended on systems using FDCC or SHB prior to any product/module revisions being made available for Government use. Further, the Publisher shall maintain operability with FDCC or SHB standards as they evolve.

4. Net-Centricity. The Department of Defense is transforming the way information is managed to accelerate decision-making, improve joint warfighting and create intelligence advantages. To reach this "Net-Centric" state, DoD must exploit advancing technologies that move the enterprise from an application centric to a data-centric paradigm. DoD ESI vendor partners are encouraged to use the OSD NII DCIO Net-Centric Checklist, located at http://dodcio.defense.gov/Portals/0/Documents/NetCentric_Checklist_v2-1-3_.pdf, to provide information on the Net-Centric posture of their IT products and services.

5. Section 508 of the Rehabilitation Act Compliance. All products provided under this BPA must meet the applicable accessibility standards at 36 CFR Part 1194 as required by FAR Case 1999-607. General information regarding the Section 508 Act can be found at the web site www.section508.gov. The

Contractor's Section 508 compliancy information can be found at <https://www.telos.com/company/508-compliance>.

6. Additional Clauses. Orders issued against this BPA are subject to the clauses included in the underlying GSA Schedule and the additional DFARS clauses listed below that are incorporated by reference in this BPA. Ordering Offices should consider the requirements of DFARS and the FAR supplement of the end user component, as it applies to commercial item acquisition and use of GSA schedules, in determining what additional clauses may be required for incorporation in the delivery order issued by the Ordering Office.

The following FAR/DFARS clauses and provisions are hereby incorporated by reference with the same force and effect as if it was given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.acq.osd.mil/dpap/dars/dfars/index.htm>
<http://acquisition.gov/comp/far/index.html>
<http://farsite.hill.af.mil/>

- 252.204-7000 Disclosure of Information (DEC 1991)
- 252.204-7004 Alternate A (SEP 2007) - substitute paragraph (a) of this clause for paragraph (a) of the clause at FAR 52.204-7 -Central Contractor Registration (APR 2008)
- 252.209-7004 Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (DEC 2006)
- 252.232-7009 Mandatory Payment by Government-wide Commercial Purchase Card (DEC 2006)
- 252.232-7010 Levies on Contract Payments (DEC 2006)
- 252.246-7000 Material Inspection and Receiving Report (MAR 2008)
- 252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (JAN 2009)

- (a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause, which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

- (b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses, which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

☒ 252.203-7000 Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

<u> x </u>	252.205-7000	Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
<u> </u>	252.219-7003	Small Business Subcontracting Plan (DoD Contracts (APR 2007) (15 U.S.C. 637).
<u> </u>	252.219-7004	Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).
<u> </u>	252.225-7001	Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).
<u> </u>	252.225-7012	Preference for Certain Domestic Commodities (DEC 2008) (10 U.S.C. 2533a).
<u> </u>	252.225-7014	Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).
<u> </u>	252.225-7015	Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
<u> </u>	252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).
<u> </u>	252.225-7021	Trade Agreements (NOV 2008) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
<u> </u>	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
<u> </u>	252.225-7028	Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
<u> </u>	252.225-7036	(i) Buy American Act--Free Trade Agreements--Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note). (ii) <u> </u> Alternate I (OCT 2006) of 252.225-7036.
<u> </u>	252.225-7038	Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
<u> x </u>	252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
<u> x </u>	252.227-7015	Technical Data--Commercial Items (NOV 1995) (10 U.S.C.

2320).

- | | | |
|---------------|--------------|--|
| <u> x </u> | 252.227-7037 | Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321). |
| <u> x </u> | 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227). |
| <u> </u> | 252.237-7019 | Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375). |
| <u> x </u> | 252.243-7002 | Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410). |
| <u> x </u> | 252.247-7023 | (i) Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631). |
| | | (ii) <u> x </u> Alternate I (MAR 2000) of 252.247-7023. |
| | | (iii) <u> </u> Alternate II (MAR 2000) of 252.247-7023. |
| | | (iv) <u> </u> Alternate III (MAY 2002) of 252.247-7023. |
| <u> x </u> | 252.247-7024 | Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631). |

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- | | |
|--------------|--|
| 252.225-7014 | Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a). |
| 252.237-7019 | Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375). |
| 252.247-7023 | Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631). |
| 252.247-7024 | Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631). |

Ship-To Activity (Government)	UIC Ship-To Activity (Government)	Support Type	Product Description	Reseller P/N	Publisher P/N	SIN	GSA Unit Price	EA Unit Price	Unit Price on Order
SUPPORT CMD XXXXX, XX	FILL IN VENDOR NAME	XXXXXXXX	XXXXXXXXXXXX	XXXXX	XXXXX	XXXXX	\$0.00	\$0.00	\$0.00
OF ENGINEERS	XXXXX	XXXXXXXX	XXXXXXXXXXXX	XXXXX	XXXXX	XXXXX	\$0.00	\$0.00	\$0.00
C, XX	FILL IN BPA NUMBER	XXXXXXXX	XXXXXXXXXXXX	XXXXX	XXXXX	XXXXX	\$0.00	\$0.00	\$0.00
C, XX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	\$0.00	\$0.00	\$0.00
	XXXXX	XXXXXXXX	XXXXXXXXXXXX	XXXXX	XXXXX	XXXXX	\$0.00	\$0.00	\$0.00
	XXXXX	XXXXXXXX	XXXXXXXXXXXX	XXXXX	XXXXX	XXXXX	\$0.00	\$0.00	\$0.00
	XXXXX	XXXXXXXX	XXXXXXXXXXXX	XXXXX	XXXXX	XXXXX	\$0.00	\$0.00	\$0.00
	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	\$0.00	\$0.00	\$0.00
ministration	XXXXX	XXXXXX	XXXXXXXXXXXX	XXXXX	XXXXX	XXXXX	\$0.00	\$0.00	\$0.00
tion Agency	XXXXX	XXXXXX	XXXXXXXXXXXX	XXXXX	XXXXX	XXXXX	\$0.00	\$0.00	\$0.00
Base	XXXXX	XXXXXX	XXXXXXXXXXXX	XXXXX	XXXXX	XXXXX	\$0.00	\$0.00	\$0.00
Base	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	\$0.00	\$0.00	\$0.00
INOLOGY AND LOGISTICS DISA CONUS	XXXXX	XXXXXXXX	XXXXXXXXXXXX	XXXXX	XXXXX	XXXXX	\$0.00	\$0.00	\$0.00
ATION SYSTEMS AGENCY	XXXXX	XXXXXXXX	XXXXXXXXXXXX	XXXXX	XXXXX	XXXXX	\$0.00	\$0.00	\$0.00
ATION SYSTEMS AGENCY PAC HQ	XXXXX	XXXXXXXX	XXXXXXXXXXXX	XXXXX	XXXXX	XXXXX	\$0.00	\$0.00	\$0.00
ATION SYSTEMS AGENCY PAC HQ	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	\$0.00	\$0.00	\$0.00
MECHANICSBURG, PA	XXXXX	XXXXXXXX	XXXXXXXXXXXX	XXXXX	XXXXX	XXXXX	\$0.00	\$0.00	\$0.00
Y AND MAPPING	XXXXX	XXXXXXXX	XXXXXXXXXXXX	XXXXX	XXXXX	XXXXX	\$0.00	\$0.00	\$0.00
IN DIEGO, CA	XXXXX	XXXXXXXX	XXXXXXXXXXXX	XXXXX	XXXXX	XXXXX	\$0.00	\$0.00	\$0.00
IN DIEGO, CA	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	\$0.00	\$0.00	\$0.00
folk, VA	XXXXX	XXXXXX	XXXXXXXXXXXX	XXXXX	XXXXX	XXXXX	\$0.00	\$0.00	\$0.00
Y AND MAPPING	XXXXX	XXXXXX	XXXXXXXXXXXX	XXXXX	XXXXX	XXXXX	\$0.00	\$0.00	\$0.00
CTIVITY, ALEXANDRIA, VA	XXXXX	XXXXXX	XXXXXXXXXXXX	XXXXX	XXXXX	XXXXX	\$0.00	\$0.00	\$0.00
CTIVITY, ALEXANDRIA, VA	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	\$0.00	\$0.00	\$0.00

*RED AND BLUE TEXT INDICATES "SAMPLE" INFORMATION ONLY THAT MUST BE CHANGED WHEN COMPLETING A REPORT.

ARMY ACT FEE
AIR FORCE ACT FEE
FEDERAL ACT FEE
DISA ACT FEE
NAVY ACT FEE
MANAGING ACT FEE
TOTAL ACT FEE & SALES FOR MONTH
TOTAL ACT FEE & SALES FOR QUARTER
TOTAL ACT FEE & SALES FOR FISCAL YEAR (OCT 2017 - SEPT 2018)
TOTAL ACT FEE & SALES BPA TO DATE

FEES AND PAYMENTS

- 1. GSA Industrial Funding Fee (IFF).** The BPA unit prices include the applicable GSA IFF. The contractor shall be responsible for all required filings to GSA and for payment of this fee in accordance with applicable GSA instructions.
- 2. Acquisition, Contracting, and Technical (ACT) Fee.** The cost of awarding, administering and managing this BPA is included in the prices charged to ordering activities. The ACT fee is 2%. The contractor shall remit the ACT fee on a calendar quarterly basis (i.e. January – March, April – June, July – September, and October – December) or as otherwise requested by the Software Product Manager (SPM). Payment is due thirty (30) days following approval of the Report of Sales for the completed quarter. ACT fees that have not been paid within the prescribed thirty (30) days shall be considered a debt to the United States Government under the terms of FAR 32.6. The Government may exercise all its rights under the contract, including withholding or setting off payments and interest on the debt (see contract FAR clause 52.232-17, Interest). Failure of the Contractor to pay the ACT Fee in a timely manner may result in termination of the BPA.
- 3. Fee Distribution.** The Army, Air Force, DLA, DISA and Navy are participating in a fee-sharing program. The Contractor shall collect the 2% ACT fee and distribute in accordance with the following procedures. Fee sharing shall be determined by the End User Agency or Service identified in the monthly Report of Sales. This field shall be notated Army, Air Force, DLA, DISA, Navy or DOD as appropriate. Marine Corps sales are reported under the Navy designation. Fee checks shall not be issued until written approval is received for the Report of Sales.

The Air Force, Army, DLA, DISA, Navy and GSA (for SmartBUY Federal government Civilian Agency orders) are participating in an ACT fee-sharing program. For orders within DoD, the 2% ACT fee is split equally between the DoD Component whose customer places the order and the Component that manages the contract. The Contractor shall collect the 2% ACT fee and distribute in accordance with the following procedures. ACT fee sharing shall be determined by the End User Agency or Service identified in the monthly Report of Sales. This field shall be notated Air Force, Army, DLA, DISA, Navy, DoD or non-DoD as appropriate. In the case of SmartBUY orders (Federal Government Civilian Agencies) non-DoD orders and non-DoD support contractor orders, excluding the Intelligence Community and non-Coast Guard orders or support vendors, the 2% ACT fee is split equally between the Agency that manages the contract and GSA SmartBUY Program Management Office.

3.1 ALL SALES:

The 2% ACT fee is split equally between the DoD Component whose customer places the order or GSA SmartBUY for non-DoD Federal agencies and the DoD Component that manages the ESI agreement. For example, an Air Force order issued against an ESI/SmartBUY agreement managed by the Army results in one half (or 1%) of the 2% fee being returned to the Air Force acquisition organization (listed under Air Force Sales). The Air Force will retain the entire 2% fee under orders issued for Air Force activities or those activities that do not collect a fee under the ESI agreements managed by the Air Force. The contractor is responsible for distributing the ACT fee to all applicable Services in accordance with the instructions herein. The amount of ACT Fee due the Air Force shall be calculated at 1% for Army sales, 1% for Navy sales, 1% for DLA sales, 1% for DISA sales and 2% for all

other sales. For SmartBUY agreements, GSA would receive a 1% ACT fee of Federal non-DoD agency sales.

The amount of ACT Fee due the Air Force shall be calculated at 1% of all sales for any agency utilizing this BPA. The collection of the 2% ACT fee on CLINs for software maintenance renewals is suspended. New or initial perpetual software license purchases with maintenance shall include ACT fees.

Note: All BPA ACT Fee payment remittance accounting info and Transmittal Letters (Attachment 4) are subject to change.

The contractor shall remit ACT Fee to the address provided below by corporate or cashier's check made payable to "3801-LI". Checks must be notated with the following information:
BPA FA8771-16-A-0001
ESI-SW Fee Sharing

***Checks must be accompanied by a transmittal letter (format to be provided) that cites the applicable accounting data to ensure proper crediting of the payment.

Send check and transmittal letter to:
DFAS Indy-Disbursing Operations
C/O 3801 Limestone
8899 E 56th Street
Indianapolis, IN 46249

Email a copy of the check and letter to: hicifinance@us.af.mil

Please include with the above documents the Customer Usage Check Report (CCR) and Delivery Order Status Report (DOSR) or the Report of Sales (per BPA requirements)

Subject Line Format of e-mail should be as follows:
Contract Number with hyphens, CCR or DOSR Month Year, Contract Name, Contractor Name
[Example: FA8771-16-A-0001, CCR June 2016, ESI SW, Vendor, Inc.]

Point of Contact regarding any questions:
Financial Officer
BES AFLCMC/HICI
Phone: 334-416-5312

Mail is also an alternative means of submitting copies. Please forward a copy to the address below:
BES AFLCMC/HICI
Attention: Ricky Blackmon
501 East Moore Drive
Bldg 884 Ste 1300F
MAFB-Gunter Annex, AL 36114-3014

3.2 ARMY SALES:

The amount of ACT Fee due the Army shall be calculated at 1% of all Army sales.

The contractor shall remit ACT Fee to the address provided below by corporate or cashier's check made payable to "Treasurer of the United States". Checks must be notated with the following information:

BPA FA8771-16-A-0001
SCP Fee Reimbursement

***Checks must be accompanied by a transmittal letter (format to be provided) that cites the applicable accounting data to ensure proper crediting of the payment.

Send check and transmittal letter to:
Project Director, Computer Hardware, Enterprise Software and Solutions (PD CHESS)
PEO Enterprise Information Systems
SFAE-PS-CH (Attn: Miguel Campos)
9351 Hall Road, Bldg 1456
Fort Belvoir, VA 22060-5527

Email a copy of the check and letter to: peoeis.pdchess.vndrrpts@us.army.mil
miguel.a.campos22.civ@mail.mil

3.3 NAVY SALES:

The contractor shall remit ACT Fee to the address provided below by corporate or cashier's check made payable to "Treasurer of the United States". **No transmittal letter** is required with submission of Navy fee checks.

Checks must include the following information to ensure proper crediting of the payment:
BPA FA8771-16-A-0001
DoD Telos Enterprise Software Agreement
ACT Fee

For US Postal Service mail or USPS Express Mail: SPAWARSYSCEN PACIFIC
Attn: Brett Evenstad
Code 55350, Bldg. 81
53560 Hull Street
San Diego, CA 92152-5001

For Federal Express, United Parcel Service, DHL or Other Courier Services:
SPAWARSYSCEN PACIFIC
Shipping and Receiving
Receiving Officer (OT 7)
Attn: Brett Evenstad
Code 55350, Bldg. 81
4297 Pacific Hwy.
San Diego, CA 92110

Email a copy of the FMO check to the SPM: nina.diep@navy.mil

3.4 DLA SALES:

The amount of ACT Fee due DLA shall be calculated at 1% of all DLA sales.

The contractor shall remit ACT Fee to the address provided below by corporate or cashier's check made payable to "Treasurer of the United States". **No transmittal letter** is required with submission of DLA fee checks.

Checks must include the following information to ensure proper crediting of the payment:

BPA FA8771-16-A-0001
DoD Telos Enterprise Software Agreement
Quarterly ACT Fee

Send check to:
Defense Logistics Agency Headquarters
Attn: Tracie Tomlinson (J872)
8725 John J Kingman Road
Fort Belvoir, VA 22060-6220

Mail a copy of the check to:
Defense Logistics Agency
Attn: Susan Lizzi, J-654
8725 John J Kingman Road
Fort Belvoir, VA 22060-6221

Or email a copy of the check to:
Email: Susan.Lizzi@dla.mil

3.5 DISA SALES:

The amount of ACT Fee due DISA shall be calculated at 1% of all DISA sales.

The contractor shall remit ACT Fee to the address provided below by corporate or cashiers check made payable to "Treasurer of the United States". Checks must be notated with the following information:

BPA FA8771-16-A-0001
DoD Telos Enterprise Software Agreement
Quarterly ACT Fee

****Checks must be accompanied by a transmittal letter (format to be provided) that cites the applicable accounting data to ensure proper crediting of the payment.

Send check and transmittal letter to:
DFAS-CO
Finance and Accounting Office
Attn: Disbursement Office (Tom Triplett)
3990 East Broad St., Bldg. 21
Columbus, Ohio 43213

Provide copies of this letter and check to: jonnice.medley.civ@mail.mil

3.6 GSA SALES:

The amount of ACT Fee due GSA shall be calculated at 1% of all Civilian agency sales.

Remit ACT Fee by electronic payment using pay.gov. Payments can be made via Automated Clearing House (ACH) and credit cards. **No transmittal letter** is required with submission of GSA fee electronic payment.

For technical assistance with pay.gov, please contact pay.gov at 800.624.1373, 216.579.2112, or pay.gov.clev@clev.frb.gov.

To access pay.gov –

1. Visit www.pay.gov.
2. Under the heading “Find Public Forms” – select “by Agency Name”.
3. Select “G”.
4. Select “General Services Administration”.
5. Select “Smart BUY”.
6. Complete the forms and submit your payment to pay.gov.

Send an **email notification** of payment to pat.green@gsa.gov.

Attachment 4

FY16 Fee Transmittal Letters

Request for Advance Payment from Public

Date: _____

To: Defense Finance and Accounting Service (DFAS)

From: Company Name, Address, City, State, and ZIP Code
POC: Name, Telephone Number and E-Mail Address

Purpose: Collection of Acquisition, Contracting, and Technical (ACT) Fee FY16

Contract Number: _____

Period of Performance: Month, Year or Quarter the fee check represents

Authority for Entering into Agreement: Refer to each contract "Recovery of Usage Fee Statement"

Amount Paid: Check Amount: _____ **Check Number:** _____

Performing Organization's:

LOA: 5763400 306 47GU 4G4XCC R40000 43940 72806F 387700 F87700 SC97 CSN: GU7999

DEAMS: 057000340000000001616R F47GU 4G4XCC 257.1103 04010000041B 999900.999911
0702806F 2016 387700 NA 057000340000000001616R # NA SC97

Delivery Requirements: See Addendum

Payment Provisions: Please make your check payable to "DSSN3801LI" and forward your payment with a copy of the Request for Advance Payment from Public to:

Paper checks:

Payable to: DSSN3801LI
DFAS Indy-Disbursing Operations
C/O 3801 Limestone
8899 E 56TH Street
Indianapolis, IN 46249

US Dollars from an American Bank. (FEDWIRE or ACH)

Bank Name/Account Name: TREAS NYC, NEW YORK, NY US
FEDWIRE routing # 021030004 ACH routing # 051036706
Account Name: TREAS NYC, NEW YORK, NY US
Account #: 800003801117; this is the 12 digit Credit Gateway
Account number/ Collection Information
Repository (CIR) Agency Account ID.

*Please include the **Contract Number** cited above on the "memo line" of your check. This will assist us in processing your check to the correct location in a timely manner.*

1. If sending funds via Electronic Funds Transfer (EFT): US Dollars from an American Bank. (FEDWIRE or ACH) Addendum: Must include this info - will assist us in posting your funds
 - a. Email both copy of check and copy of this Request for Advance Payment from Public transmittal letter to: hicifinance@us.af.mil
 - b. Also, email an electronic (Excel format) copy of the Sales Report (as per BPA requirements) to the same email box as above.
 - c. Subject line format of e-mail MUST be as follows:
Contract Number with hyphens, Month or FY Quarter, Year, and Vendor Name

- [Example: FA8771-16-A-0001, 1QFY16, Vendor Name]
d. Please follow your contract regarding the applicable ACT Fee rates.

(Signed)
Signature Block

LETTER OF TRANSMITTAL FOR ARMY FEE PAYMENTS

MEMORANDUM FOR

Project Director, Computer Hardware, Enterprise Software and Solutions (PD CHESS)
PEO Enterprise Information Systems
SFAE-PS-CH (Attn: Miguel Campos)
9351 Hall Road, Bldg 1456
Fort Belvoir, VA 22060

From: Company Name
Street Address
City, State, Zip Code
POC: (Name, Phone Number & Email address)

SUBJECT: Collection of Checks for (Company Name)
(BPA/Contract Number)
(FY/Quarter)

1. Collection of the check will include the following:
 - a. Please make check payable to United States Treasury
 - b. Mail original check and a copy of this letter to address above
2. Direct questions to Miguel Campos: 703-806-0611

NOTE: This letter MUST provide the correct information and accompany the check for contract tracking purposes.

FY16 LETTER OF TRANSMITTAL FOR DISA FEE PAYMENTS

MEMORANDUM FOR DFAS-CO
Finance and Accounting Office
Attn: Disbursement Office (Tom Triplett)
3990 East Broad St., Bldg. 21
Columbus, Ohio 43213

From: Company Name
Street Address
City, State, Zip Code
POC: (Name, Phone Number & Email address)

SUBJECT: Collection of Checks for (Company Name)
(BPA/Contract Number)
(Quarter/FY)

1. Collection of the check will include the following:
 - c. Please make check payable to **Treasurer of the United States**
 - d. Mail original check to address above
 - e. Checks must be accompanied by this transmittal letter.
1. To ensure proper crediting of the payment, DISA shall use the following accounting data.
 - **LOA: 9760100.4300 P60303148K ZZDI0 IM 2531 DIMMO60000 S12137**
3. Direct questions to Jonnice Medley, 301-225-8081.
4. Provide copies of this letter and check to: jonnice.medley.civ@mail.mil.